

Hearing Date: April 28, 2011 at 10:00 a.m. (EST)
Response Deadline: April 20, 2011 at 4:00 p.m. (EST)

CLIFFORD CHANCE US LLP

31 West 52nd Street
New York, New York 10019
Tel. 212.878.8000
Fax 212.878.8375
Jennifer C. DeMarco
Sara M. Tapinekis

Counsel to ING Belgium S.A./N.V.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
	:	
In re:	:	Chapter 11
	:	
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> ,	:	Case No. 08-13555 (JMP)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**RESERVATION OF RIGHTS OF ING BELGIUM S.A./N.V.
IN RESPONSE TO DEBTORS' THIRTY-FOURTH
OMNIBUS OBJECTION TO CLAIMS (MISCLASSIFIED CLAIMS)**

TO: THE HONORABLE JUDGE JAMES M. PECK
UNITED STATES BANKRUPTCY JUDGE

ING Belgium S.A./N.V. ("ING Belgium"), by and through its undersigned counsel, hereby files this reservation of rights ("Reservation of Rights") in response to the Debtors' Thirty-Fourth Omnibus Objection to Claims (Misclassified Claims), dated July 19, 2010 (the "Claims Objection") filed on behalf of Lehman Brothers Holdings Inc. ("LBHI") and its affiliated debtor Lehman Brothers Special Financing Inc. ("LBSF" and together with LBHI, the "Debtors") in the above-referenced Chapter 11 cases. In support of the Reservation of Rights, ING Belgium respectfully states as follows:

BACKGROUND FACTS

1. On September 15, 2008 (the "LBHI Petition Date"), LBHI filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York.
2. On October 3, 2008 (the "LBSF Petition Date"), LBSF commenced before this Court a voluntary case under Chapter 11 of the Bankruptcy Code.
3. ING Belgium are parties to that ISDA Master Agreement dated as of August 10, 1995 and the Schedule thereto (collectively, as amended, the "ISDA Master Agreement") and the related Credit Support Annex, dated as of August 10, 1995 (as amended, the "CSA").
4. LBSF's obligations under the ISDA Master Agreement are guaranteed by LBHI pursuant to the Guarantee of Lehman Brothers Holdings Inc. executed by LBHI with respect to the ISDA Master Agreement (the "LBHI Guarantee").
5. ING Belgium and LBSF entered into various transactions pursuant to the ISDA Master Agreement and the CSA as more particularly set forth in ING Belgium's responses to the Derivatives Questionnaire (defined below in paragraph 11).
6. In connection with the transactions under the ISDA Master Agreement, ING Belgium posted certain collateral to LBSF.
7. The commencement of LBHI's Chapter 11 case constituted an Event of Default pursuant to Section 5(a)(vii) of the ISDA Master Agreement as LBHI served as a Credit Support Provider as set forth in the CSA.
8. On September 15, 2008, ING Belgium delivered a statement to LBSF designating September 15, 2008 as the date on which all outstanding transactions under the ISDA Master Agreement would be terminated (the "Early Termination Statement").

9. On October 27, 2008, ING Belgium delivered a statement to LBSF pursuant to Section 6(d) of the ISDA Master Agreement containing ING Belgium's calculation of the termination amount due and payable between ING Belgium and LBSF (the "Calculation Statement").

10. The Calculation Statement provides that the net amount payable to ING Belgium under the ISDA Master Agreement is \$57,479,855.91 (the "Early Termination Amount"), inclusive of the value of Posted Collateral (as defined in the CSA) held by LBSF as of the date of the Calculation Statement, which was \$33,696,412.92 (the "Collateral").

11. Pursuant to the Order Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form, dated July 2, 2009 [Dkt. No. 4271] (the "Bar Date Order"), ING Belgium timely filed a proof of claim with respect to the Early Termination Amount against LBSF ("Claim # 10350") and against LBHI, as guarantor, ("Claim # 10349" and together with Claim 10350, the "ING Belgium Claims") and completed the corresponding Derivative Questionnaire and Guarantee Questionnaire (as defined in the Bar Date Order).

12. On July 19, 2010, the Debtors filed the Claims Objection [Dkt. No. 10286] seeking to reclassify Claim 10350 and Claim 10349 as unsecured claims, which set forth August 19, 2010 as the deadline for responding to the Claims Objection (the "Response Deadline").

13. The Debtors subsequently agreed to extend the Response Deadline with respect to the ING Belgium Claims such that the Response Deadline with respect to the ING Belgium Claims currently is April 20, 2011. *See* Notice of Adjournment of Debtors' Thirty-Fourth Omnibus Objection to Claims (Misclassified Claims) Solely as to Certain Claims, dated March 30, 2011 [Dkt. No. 15462].

RESERVATION OF RIGHTS

14. Notwithstanding the Claims Objection, ING Belgium reserves the right to assert that it is entitled to, and to seek, the return of the Collateral on various grounds including, but not limited to, that (1) the Collateral is not property of the estate under section 541 of the Bankruptcy Code, and (2) the automatic stay does not prohibit ING Belgium from obtaining a return of the Collateral under sections 362(b)(17) and 560 of the Bankruptcy Code.

15. Nothing in this Reservation of Rights shall constitute a waiver of, and ING Belgium reserves in all respects, its rights under the ISDA Master Agreement, the CSA, the LBHI Guarantee, all agreements relating to the foregoing and applicable law.

Dated: New York, New York
April 20, 2011

Respectfully submitted,

CLIFFORD CHANCE US LLP

By: /s/ Jennifer C. DeMarco
Jennifer C. DeMarco
Sara M. Tapinekis
31 West 52nd Street
New York, New York 10019
Tel. 212.878.8000
Fax. 212.878.8375

Counsel to ING Belgium
S.A./N.V.